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**SECOND AMENDMENT TO THE STATE OF ARKANSAS
COMMUNICATIONS SYSTEM AGREEMENT DATED MARCH 29, 2000
BETWEEN ARKANSAS STATE POLICE AND MOTOROLA, INC.**

This document constitutes the SECOND AMENDMENT OF THE COMMUNICATIONS SYSTEM AGREEMENT BETWEEN ARKANSAS STATE POLICE AND MOTOROLA, INC. ("MOTOROLA"). The original Communications System Agreement shall be referred to as the Original Agreement. The Arkansas Department of Emergency Management is added as a party to this Second Amendment (collectively, Arkansas State Police and Arkansas Department of Emergency Management shall be hereinafter referred to as "Customers").

RECITALS

1. As a result of funding issues, the Customers have requested a \$2,500,000.00 reduction in the total contract price of the infrastructure equipment included in the First Amendment.
2. Motorola has agreed to provide the reduction in the total contract price for the First Amendment, subject to the agreement by the Customers to purchase \$10,436,820.00 of additional equipment, implementation services, and first year maintenance services for use on the AWIN system.
3. The Customers agree to purchase, through the Arkansas Department of Emergency Management, an interoperable radio system that will be connected to the AWIN system for use by Jefferson and Grant counties in the Chemical Stockpile Emergency Preparedness Plan (CSEPP). The system hereafter will be referred to as the Jefferson and Grant CSEPP System.
4. The First Amendment includes a Smartzone Switch ("AWIN Switch") to cover areas including Jefferson and Grant counties. The parties intend to include the AWIN Switch in the Jefferson and Grant CSEPP System. Accordingly, the AWIN Switch shall be removed from the First Amendment and the Customers will purchase other Motorola equipment and/or services up to \$2,650,847.00, which shall be included in the total contract price stated in Exhibit B to the Second Amendment.
5. The AWIN system is a statewide communications system as more fully described in the Motorola System Description dated November 18, 2003 and attached to the First Amendment as Exhibit A-1.
6. The Customers and Motorola have agreed to allow Arkansas county and local governments to use the terms and conditions of the Original Agreement, as amended by the First Amendment, to purchase equipment and services to allow them to join the AWIN system.
7. Based upon the foregoing, the Customers and Motorola agree as follows:

TERMS

1. The total contract price of the First Amendment shall be reduced by \$2,500,000.00 to a total of \$25,484,007.00. The reduction represents a \$2,500,000.00 reduction in the fixed infrastructure equipment and services cost from \$25,219,569.00 to \$22,719,569.00. A revised Payment Schedule for the First Amendment reflecting the reduced price is attached as Exhibit B. A revised Pricing Summary for the First Amendment is attached as Exhibit D. The total contract price plus any applicable sales tax shall be paid solely from federal grants from the Department of Homeland Security or its Office of Domestic Preparedness identified below and the proceeds of the Arkansas Development Finance Authority Driver's License Revenue Bonds (Arkansas State Police – Arkansas Wireless Information Network Project) Series 2004 (the proceeds of said bonds shall also pay for the costs of issuance and funding appropriate reserve funds). The federal grants appropriated in Act 1255 of 2003 and identified by the State's Chief Fiscal Officer are: FY02 ODP Grant ID Number 2002-TE-CX-0100; FY03 I ODP Grant ID Number 2003-TE-TX-0164, FY03 II ODP Grant ID Number 2003-MU-T3-0031; and FY04 Homeland Security Grant ID Number 2004-GE-T4-0038.
2. Within 2 years of the execution of the Second Amendment, the Customers agree that they shall purchase a minimum of \$10,436,820.00 of additional equipment, implementation services, and first year maintenance services for use on the AWIN system (specifically relating to that portion of the Project to be located in Miller, Lonoke and Craighead Counties). The funds for this purchase shall not come through any state appropriations but will come solely from the federal Office of Domestic Preparedness. The funds are identified as follows: FY04 Homeland Security Grant, ID Number 2004-GE-T4-0038
3. The AWIN Switch (Smartzone Controller) described in the Recitals, paragraph 4 above, is removed from the First Amendment and a revised Equipment List reflecting the removal of said AWIN switch is attached as Exhibit E hereto. The total contract price stated in Exhibit B hereto is not reduced by the price of said AWIN Switch. In lieu of such a credit on the contract price, the Customers shall select other Motorola equipment and/or services in addition to that identified in the exhibits to the Second Amendment, to be selected at the Customers' discretion and which Motorola shall deliver without additional payment therefore, in consideration for the removal of said AWIN Switch from the Equipment List up to the price of said switch, \$2,650,847.00.
4. The Customers agree to purchase, with funding administered through the Arkansas Department of Emergency Management, the Jefferson and Grant CSEPP System for a total purchase price of \$10,559,607.00, excluding taxes. The funds for this purchase shall not come through any state appropriations

but will come solely from the federal Department of Defense. The funds are identified as follows: Grant ID Number EMT-2004-GR-0106.

The Jefferson and Grant CSEPP System is described and will be controlled by the following documents:

- A-1 Jefferson/Grant CSEPP System Description dated May 5, 2004
- A-2 Jefferson/Grant CSEPP System SOW dated May 5, 2004
- A-3 Jefferson/Grant CSEPP System Equipment List dated May 5, 2004
- A-4 Jefferson/Grant CSEPP System Acceptance Test Plan dated May 5, 2004
- A-5 Jefferson/Grant CSEPP System Pricing Summary dated May 5, 2004
- A-6 Jefferson/Grant CSEPP System Training Plan dated May 5, 2004
- A-7 Jefferson/Grant CSEPP System Payment Schedule dated May 5, 2004.

5. The Customers may purchase additional equipment pursuant to Section 3 of the Original Agreement. If a purchase is made after System Acceptance, the Warranty Period for such additional equipment shall commence upon shipment. If additional equipment is purchased before System Acceptance, the Warranty Period shall be controlled by the Change Order process described in Section 3B of the Original Agreement and Section 10 of this Amendment.
6. Arkansas counties and local governments may purchase equipment to be used on the AWIN system by issuing a purchase order to Motorola referencing the Original Agreement, as amended by the First Amendment and this Second Amendment. The Warranty Period for such additional equipment shall commence upon shipment, unless a different commencement date is agreed to in the purchase order. Payment shall be due net 25 days from shipment unless otherwise indicated in the purchase order. The purchase order shall create a contract directly between Motorola and the county or local government that shall be controlled by the terms and conditions of the Original Agreement, as amended.
7. Arkansas counties and local governments may purchase systems to be used on the AWIN system by entering into separate system agreements with Motorola. The terms and conditions of the Original Agreement shall be the starting point for such separate agreements.
8. If at any time funding or appropriations are no longer legally available for payment from the Customers to Motorola under the terms of this Second Amendment, the Customers may terminate or modify this Second Amendment immediately and be liable only for actual fees and expenses incurred to date and for reasonable costs which may be borne by Motorola in the termination of subcontracts, removal of installation and test equipment,

and other costs directly related to an unforeseen and abrupt termination. In no event will the Customers' total liability exceed the funds appropriated by Act 1255 of 2003 and the proceeds of the AWIN Bonds available for Project Costs (as defined in the Trust Indenture securing the AWIN Bonds).

Comment: The proceeds of the AWIN Bonds are cash funds and are not subject to appropriation by the State Legislature. Therefore, the non-appropriation clause as a limit on the State's liability would not be applicable to the AWIN Bond proceeds.

9. Final Project Completion and System Acceptance is defined as acceptance by Customers of the services, software and hardware provided by Motorola; resolution and close out of all associated punchlists; delivery of all system documentation for each subsystem/system; completion of all training; and delivery of and acceptance by the Customers of a Customer Support Plan for Enhanced System Support services with each of the above being as outlined in the Detailed Design Document, attached hereto and incorporated herein by this reference, and attached hereto as Exhibit F. Parties agree that in the future Exhibit F will be augmented to include additional design documents that will specifically address the portion of the Project identified in Paragraph 2 hereof relating to Miller, Lonoke and Craighead Counties.
10.
 - (a) The Customers reserve the right to request any changes to the Original Agreement and subsequent Amendments for the goods and services or functions to be provided by Motorola.
 - (b) Within thirty (30) calendar days after receipt of a written request by the Customers for any such change request, Motorola shall submit to the Customers a proposal describing any changes in products, functions, services, timing of delivery, and the like, and any associated price adjustment. Motorola's proposal shall describe in reasonable detail the basis for the proposed price adjustment, including the charges for any services, materials or products required to implement the change request.
 - (c) To the extent that additional costs result from a change in required goods and services or functions, Motorola shall obtain any additional products and materials and provide them to the Customers at a negotiated price acceptable to all Parties. Similarly, if the change request is expected to result in a reduction in materials or products required to perform the services or functions or provide the goods, Motorola's charges shall be reduced by the cost savings resulting from the materials or products eliminated by the change request or the Customers will be provided additional services equal to the costs savings as negotiated by all Parties.

(d) If the Customers accept Motorola's proposal for the change request, it will issue a Contract Change Order referencing Motorola's proposal and shall be signed by the authorized signatories of Motorola and the Customers. Motorola will not implement any change request until a valid Contract Change Order has been issued by the Customers and accepted by an authorized representative of Motorola.

(e) If the Customers do not accept Motorola's proposal for the change request, the Customers may: 1) withdraw their change request; or 2) modify their change request, in which case the procedures set forth above will apply to Motorola's response to the modified change request.

(f) The parties will mutually develop a Change Order form that shall be used for summarizing the additions/changes to the Agreement.

11. Per unit pricing for additional add-on radio equipment for use on the AWIN System is provided on Exhibit C. The pricing on Exhibit C shall be valid for thirty (30) months from the execution of this Second Amendment.

12. RECORD KEEPING:

Motorola shall maintain books, records, files, and other data in such detail as shall properly substantiate claims for payment hereunder for a minimum period of five (5) years beginning on the first day after the final payment hereunder or such longer period as is necessary for resolution of any litigation, claim negotiation, audit or other inquiry hereunder. The Customers shall have access to such documentation during the Motorola's regular business hours and upon reasonable notice including on site review and reproduction of such records at a reasonable expense. In no circumstances, except pursuant to proper court order, will Motorola be required to disclose any information, including product cost data, which it considers confidential or proprietary to Motorola.

13. INDEMNIFICATION:

The following shall be added at the end of Section 13(A) of the Original Agreement:

Motorola shall at no time be considered an agent or representative of the Customers. After prompt notification of a claim by the Customers of a claim by a third party, Motorola shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The Customers shall not be liable for any costs incurred by Motorola arising under this paragraph. Nothing in this paragraph or in the Second Amendment

shall be construed as a waiver of the State of Arkansas's immunity from suit or liability under the federal or state constitutions or other federal or state law.

14. CONTINGENT FEE:

Motorola guarantees that it has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business.

15. INDEPENDENT CONTRACTOR:

Motorola shall perform its duties hereunder as an independent contractor and not as an employee. Neither Motorola nor any agent or employee of Motorola shall be or shall be deemed to be an agent or employee of the state. Motorola shall pay when due all required employment taxes and income tax on any monies paid pursuant to this contract. Motorola acknowledges that Motorola and its employees shall have no authorization express or implied to bind the state to any agreements, liability, or understanding except as expressly set forth herein. Motorola shall provide and keep in force workers compensation insurance, and unemployment compensation insurance in the amount required by law, and shall be solely responsible for the acts of Motorola, its employees and agents.

16. DISCLOSURE:

Failure to make any disclosure required by Governor's Executive Order 98-04 or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

17. ANTITRUST ASSIGNMENT:

As part of the consideration for entering into this Second Amendment, Motorola, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfer to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States of this state for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this state pursuant to this contract.

18. DISCRIMINATION:

Motorola shall comply with Act 954 of 1977 and other applicable laws relating to employment practices including without limitation Title VI of the Civil Rights Act of 196, Section 503 of the Rehabilitation Act of 1973, the Americans with Disabilities of 1990, and the Age Discrimination in Employment Act.

Motorola agrees that it will not discriminate against any employee or applicant for employment because of race, creed, sex, color, age, religion, handicap, disability, national origin, or ancestry and in all solicitations or advertisements for employees, the bidder will state that all qualified applicants will receive consideration without regard to race, creed, color, sex, age, religion, handicap, disability, national origin, or ancestry.

Failure of Motorola to comply with the above statutes, the rules and regulations promulgated thereunder and this nondiscrimination clause shall be deemed a breach of contract and at the discretion of the Customers, it may be canceled, terminated or suspended in whole or in part. Concerning subcontracts entered into after the execution of this Second Amendment, Motorola will include this discrimination provision in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

19. Unless amended above, all other terms and conditions of the Original Agreement, as amended, shall remain in full force.

The parties have caused this SECOND AMENDMENT to be executed by their duly authorized representatives as of the last day and year written below.

CUSTOMERS

MOTOROLA, INC.

ARKANSAS STATE POLICE

By: [Signature]

By: [Signature]

Name: SF DOLIER

Name: Daniel J. Delaney

Title: DIRECTOR

Title: MECI Vice President & Director

Dated: 07/16/04

Dated: 6/29/2004

ARKANSAS DEPARTMENT OF EMERGENCY MANAGEMENT

By: [Signature]

Name: William David Huddleston

Title: ADAM CIO

Dated: 6-30-04